MASSACHUSETTS ROOMMATE AGREEMENT

I. **THE PARTIES**. This Roommate Agreement ("Agreement") is made this _____, 20____ by and between:

Roommates: _____ ("Roommates") and it is recognized that the property is managed by:

Landlord: _____ ("Landlord").

We, the Roommates, agree to abide by this Agreement and any other agreements made in connection with the leasing of the Premises.

II. **PREMISES**. The residence being leased in this Agreement is described as:

Address: _____
Bedrooms: ____ Bathrooms: ____
Common Areas: _____
Private Areas: _____

The above-described property shall be known as the "Premises."

III. **TERM**. This Agreement shall be considered a: (check one)

☐ - **Fixed Lease**. The Roommates shall be allowed to occupy the Premises starting on _____, 20____, and ending on _____, 20____ ("Term").

☐ - **Month-to-Month Lease**. The Roommates shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____, and ending upon notice of ____ days from either Party to the other Party ("Term").

IV. **RENT ($)**. The Roommates will pay: (check one)

☐ - The **Same Rent** equal to $_____ on the: (check one)
- ☐ - _____ of each week.
- ☐ - ____ day of each month.
- ☐ - Other: _____.

☐ - **Different Rent** described as: _____.

The aforementioned amount and due date shall be known as the "Rent."

V. **PAYMENT INSTRUCTIONS**. Rent shall be paid in the following manner: _____.

VI. **LATE FEE**. If Rent is not paid on the Due Date: (check one)

☐ - A **Late Fee** of $_____ shall be applied after Rent is more than ____ day(s) late ("Late Fee").

A Late Fee is calculated as: (check one)

☐ - A 1-Time penalty for each occurrence.

☐ - Each day Rent is late.

☐ - **No Late Fee** of any kind shall be applied to the Rent as a penalty.

Hereinafter known as the "Late Fee."

VII. **SECURITY DEPOSIT**. A Security Deposit is (check one):

☐ - **Not Required** ("Security Deposit").

☐ - **Is Required** in an amount equal to: (check one)

☐ - One (1) Month's Rent

☐ - Two (2) Month's Rent

☐ - Other. _____.

The Security Deposit shall be held for the faithful performance of the Roommates under the terms and conditions of this Agreement. Payment of the Security Deposit is due upon the execution of this Agreement. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

VIII. **RETURNING SECURITY DEPOSIT**. The Security Deposit shall be returned to the Roommates within ____ days after the end of the Term less any itemized deductions. The Roommates are responsible for providing the Landlord their forwarding address.

IX. **SPECIFIC ROOMS**. (check one)

☐ - The Roommates will occupy **specific** bedrooms.

☐ - The Roommates will have **shared** bedrooms.

X. **PRORATION PERIOD**. The Roommates will move-in: (check one)

☐ - **On the Start Date**. The Roommates will move-in and take possession of the Premises at the start of the Term.

☐ - **Before the Start Date**. The Roommates will move-in and take possession of the Premises on the following date of _____, 20____. The Roommates agree to pay $_____ to move-in on this earlier date.

XI. PRE-PAYMENT. The Roommates shall: (check one)

☐ - **Pre-Pay Rent** in the amount of $_____ for the term starting on _____, 20____, and ending on _____, 20____. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

☐ - **Not Pre-Pay Rent**.

XII. HOUSE RULES. The Roommates agree to the following house rules: (check applicable and complete below)

☐ - **Smoking/Alcohol/Drugs**. _____.
☐ - **Parking**. _____.
☐ - **Overnight Guests**. _____.
☐ - **Quiet Hours**. _____.
☐ - **Pets**. _____.
☐ - **Other**. _____.

XIII. FIRST (1ST) MONTH'S RENT. The Roommates payment of first (1st) month's rent shall be upon the: (check one)

☐ - **Execution** of this Agreement.

☐ - **First (1st) day** of the Lease Term.

XIV. CLEANING. The Roommates agree to: (check one)

☐ - **Not Hire a Cleaner**. Each of the Roommates agree to clean: (check one)

☐ - On their own. There shall be no specific schedule or mandatory hours to clean.
☐ - On a schedule. Each of the Roommates agree to the following cleaning schedule: _____.

☐ - **Hire a Cleaner**. A cleaner will be hired by the Roommates and the costs related shall be shared equally.

XV. MONTHLY RESERVE. The Roommates agree to pay: (check one)

☐ - **A Monthly Reserve**. The Roommates will each be obligated to make a monthly payment of $_____ for the Roommates' day-to-day household items.

☐ - **No Monthly Reserve**. No payment shall be made by the Roommates for day-to-day household items.

XVI. UTILITIES & SERVICES. The Roommates agree to the following utilities and services: (check applicable and complete below)

☐ - **Gas/Oil/Propane**. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Water/Sewer**. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Electricity**. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Garbage** / **Trash Removal**. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Cable TV**. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Internet**. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Other**. _____. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Other**. _____. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

☐ - **Other**. _____. Paid by: (check one)
- ☐ - Shared equally
- ☐ - _____.

XVII. HOUSEHOLD SUPPLIES. A single ledger (with item description, cost, and date of purchase) will be kept listing all household supplies purchased by the Roommates. The supplies may include such items as paper towels, toilet paper,

cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the Premises which will be shared by all the Roommates. The purchaser of household supplies will be entitled to reimbursement from the other Roommates.

XVIII. PERSONAL PROPERTY. All the Roommates agree to not use or borrow other Roommates' personal items without the approval of the Roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the Roommate who owns the property retains the right to change their mind about sharing their personal property. Any personal property that is borrowed should be used respectfully and returned in the same condition. If any damage is done to a Roommate's personal property, the Roommate(s) responsible for causing the damage will compensate the Roommate who owns the personal property for their loss.

XIX. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XX. GOVERNING LAW. This Agreement shall be governed under the laws in the state of Massachusetts.

XXI. ADDITIONAL TERMS AND CONDITIONS.

XXII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by all the Roommates. This Agreement replaces all previous discussions, understandings, and oral agreements. The Roommates agree to the terms and conditions and shall be bound until the end of the Term.

Roommate Signature: _____ Date: _____
Print Name: _____

Roommate Signature: _____ Date: _____
Print Name: _____

Roommate Signature: _____ Date: _____
Print Name: _____

(IF APPLICABLE)

Landlord Signature: _____ Date: _____
Print Name: _____